

HARBOR INDUSTRIAL CONDO ASSOCIATION

23440 JANICE AVE. CHARLOTTE HARBOR, FL 33980
813-627-8822 (FAX) 313-624-5887

9910-461

December 20, 1994

Director: Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, FL 32399-0850

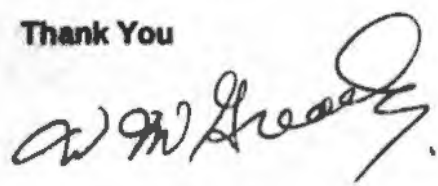
re: Request for exemption.

Dear Mr. Director,

Enclosed are the articles of incorporation as filed with the Secretary of State, the bylaws, and proof of ownership of the facilities and the land upon which the facilities are located. Seeing that the facilities contain two wells, they are listed as Harbor Industrial Condo Association 1 and Harbor Industrial Condo Association 2. These facilities and the land which they occupy are solely owned by the Harbor Industrial Condo Association.

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMJ _____
- CTR _____
- EAG _____
- LEG *Clonens*
- LIN _____
- OPC _____
- ROH _____
- SEC *1*
- WAS *Coker*
- OTH _____

Thank You



Wilfred McGready

DOCUMENT NUMBER-DATE
12904 DEC 23 8
FPSC-RECORDS/REPORTING

APPLICATION FOR NONPROFIT ASSOCIATION EXEMPTION
SECTION 367.022(7), FLORIDA STATUTES
RULE 25-30.060(3)(g), FLORIDA ADMINISTRATIVE CODE

NAME OF SYSTEM: HARBOR INDUSTRIAL CONDO ASSOCIATION

PHYSICAL ADDRESS OF SYSTEM: 23440 JANICE AVE
CHARLOTTE HARBOR, FL. 33980

MAILING ADDRESS (IF DIFFERENT): _____

COUNTY: CHARLOTTE

PRIMARY CONTACT PERSON:

NAME: FRED MCGHEADY

ADDRESS: 23440 JANICE AVE
CHARLOTTE HARBOR, FL. 33980

PHONE #: 813-627-8822

NATURE OF APPLICANT'S BUSINESS ORGANIZATION: (CORPORATION, PARTNERSHIP, SOLE PROPRIETOR, ETC.) CORPORATION

I believe this system to be exempt from the regulation of the Florida Public Service Commission pursuant to Section 367.022(7), Florida Statutes, for the following reasons:

1. The corporation, association, or cooperative is nonprofit.
2. Service will be provided solely to members who own and control it.
3. The system provides (CHOOSE THE ONE THAT IS APPLICABLE)
Water only _____
Wastewater only _____
Both
4. HARBOR INDUSTRIAL CONDO ASSOC. will do the billing for such service.
5. The service area is located at: 23440 JANICE AVE
CHARLOTTE HARBOR, FL. 33980

DOCUMENT NUMBER-DATE
12904 DEC 23 82
FPSC-RECORDS/REPORTING

APPLICATION FOR NONPROFIT ASSOCIATION EXEMPTION

6. Attached are the articles of incorporation as filed with the Secretary of State and bylaws which clearly show the requirements for membership, that the members' voting rights are one vote per unit of ownership and the circumstances under which control of the corporation passes to the non-developer members. Control of the corporation must pass: 1) at 51 percent ownership by the non-developer members or 2) at some greater percentage delimited by a time period not to exceed 5 years from the date of incorporation.
7. Attached is proof of ownership of the utility facilities and the land upon which the facilities will be located or other proof of the applicant's right to continued use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost effective alternative.

I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in Section 775.082, S. 775.083, or S. 775.084.

FRED McGRADY
(Applicant please print or type)

12-14-94
(Date)

Fred McGrady
(Signature)

President
(Title)

When you finish filling out the application, the original and two copies of the application, Articles of Incorporation, Bylaws and proof of ownership should be mailed to: Director, Division of Records and Reporting, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, Florida 32399-0850.

RECORDED
OFFICE
'84 AUG -6 A9:39

THIS INSTRUMENT PREPARED BY:
JAMES E. MOORE III
Attorney at Law
324 Cross Street
Punta Gorda, Florida 33950

CLEAR
CHARGE

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DECLARATION OF CONDOMINIUM
OF
HARBOR INDUSTRIAL CONDOMINIUM

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EXHIBIT III - SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

FILE 84-674870

LAW OFFICE OF
JAMES E. MOORE III, P.A.
MEMBER, FLORIDA ASSOCIATION
OF PROFESSIONAL ASSOCIATION
324 CROSS STREET
PUNTA GORDA, FLORIDA 33950
TEL 827-1888

RECORDED - Aug 6, 1984, 1:00
JAMES E. MOORE III

**DECLARATION OF CONDOMINIUM
HARBOR INDUSTRIAL CONDOMINIUM**

WHIDDEN DEVELOPMENT, INC., a Florida Corporation, is owner of a parcel of land in Charlotte County, Florida, more particularly described in Article III of this Declaration of Condominium. It contemplates developing this land as a phased condominium consisting of three phases. The first phase will be on the land described in Article III A of this Declaration, the second phase will be on the land more particularly described in Article III B, the third phase will be on the land more particularly described in Article III C.

Phase I will contain twenty-four (24) units and Phases II and III will each contain twelve (12) units, so that ultimately the condominium will consist of forty-eight (48) units when the three phases are completed. There will be certain amenities located on the common property in Phase I so that when Phase II and Phase III is developed, the Condominium Declaration will be amended to provide that each owner of a unit in Phase II and Phase III will own an undivided interest in the common elements of Phase I, and each owner of a unit in Phase I will own an undivided interest in the common elements of Phase II and Phase III. This will diminish the interest or share of a unit owner in the common elements of Phase I, but at the same time, the owners of units in Phase I will acquire an undivided interest in the common elements of Phase II and Phase III.

**I.
SUBMISSION STATEMENT**

WHIDDEN DEVELOPMENT, INC., a Florida Corporation, hereinafter referred to as the "Developer", hereby states and declares that it is the owner and holder of the fee simple title in and to the real property located in Charlotte County, Florida, described in Article III hereof entitled "Land". It anticipates that it will develop the land in three (3) phases pursuant to Section 718.403, Florida Statutes, 1983. It hereby declares the real property described in Article III A, the land included in Phase I, to be condominium property, and does hereby submit the same to condominium ownership pursuant to Chapter 718, Florida Statutes, (hereinafter referred to as "The Condominium Act"), upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth. Except where variances permitted by law appear in this Declaration or in the attached By-Laws or, in lawful amendments to either, the provisions of The Condominium Act as presently constituted or as hereafter amended, including the definitions therein contained, are adopted and included herein by express reference.

**II.
NAME**

The name by which this condominium is to be known and identified is:

HARBOR INDUSTRIAL CONDOMINIUM

**III.
LAND**

A. PHASE I. The legal description of the real property included in Phase I and submitted herewith to condominium ownership is as follows:

Lot 1, Whidden Industrial Park, First Addition, as recorded in Plat Book 15, Page 42-A and 42-B, of the Public Records of Charlotte County, Florida.

Containing 1.066 acres, more or less.

And Also:

Commence at the Northwest corner of the Northeast Quarter of Section 25, Township 40 South, Range 22 East, Charlotte County, Florida, thence South 00°36'48" West along the West line of said Northeast Quarter a distance of 1,080.32 feet; Thence North 82°04'06" East 450.00 feet for a Point of

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Beginning; Thence continue North 82°04'06" East, 225.00 feet; Thence South 00°36'48" West, 219.67 feet to the Northerly line of Tract "A" of Whidden Industrial Park, First Addition, as recorded in Plat Book 15, Page 42A and 42B of the Public Records of Charlotte County, Florida; Thence South 82°04'06" West along said Northerly line, 225.00 feet; Thence North 00°36'48" East, 219.67 feet to the Point of Beginning.

Containing 1.122 Acres, more or less.

Said lands situate, lying and being in Charlotte County, Florida.

B. PHASE II. The developer reserves the right to amend the Condominium Declaration by adding Phase II. Such amendment shall not require the consent of any owner of an existing unit, and such amendment shall be evidenced by recording in the Public Records of Charlotte County, Florida, an instrument in writing which amends the Condominium Declaration by adding Phase II. The legal description of the real property which the developer contemplates will be included in Phase II is as follows:

Commence at the Northwest corner of the Northeast Quarter of Section 25, Township 40 South, Range 22 East, Charlotte County, Florida, thence South 00°36'48" West along the West line of said Northeast Quarter a distance of 1,080.32 feet; Thence North 82°04'06" East, 225.00 feet for a Point of Beginning; Thence continue North 82°04'06" East, 225.00 feet; Thence South 00°36'48" West, 219.67 feet to the Northerly line of Tract "A" of Whidden Industrial Park, First Addition as recorded in Plat Book 15, Page 42A and 42B of the Public Records of Charlotte County, Florida; Thence South 82°04'06" West along said Northerly line, 225.00 feet; Thence North 00°36'48" East, 219.67 feet to the Point of Beginning.

Containing 1.122 Acres, more or less.

Said lands situate, lying and being in Charlotte County, Florida.

Phase II will be completed on or before December 31, 1986.

C. PHASE III. The developer reserves the right to amend the Condominium Declaration by adding Phase III. Such amendment shall not require the consent of any owner of an existing unit, and such amendment shall be evidenced by recording in the Public Records of Charlotte County, Florida, an instrument in writing which amends the Condominium Declaration by adding Phase III. The legal description of the real property which the developer contemplates will be included in Phase III is as follows:

Commence at the Northwest corner of the Northeast Quarter of Section 25, Township 40 South, Range 22 East, Charlotte County, Florida, thence South 00°36'48" West along the West line of said Northeast Quarter a distance of 1,080.32 feet for a Point of Beginning; Thence North 82°04'06" East, 225.00 feet; Thence South 00°36'48" West, 219.67 feet to the Northerly line of Tract "A" of Whidden Industrial Park, First Addition, as recorded in Plat Book 15, Page 42A and 42B of the Public Records of Charlotte County, Florida; Thence South 82°04'06" West along said Northerly line, 44.67 feet to the Point of Curvature of a circular curve to the left having as elements a central angle of 81°27'18" and a radius of 35.23 feet; Thence Southwesterly along said curve 50.09 feet to the Northeast corner of Lot 1 of Whidden Industrial Park as recorded in Plat Book 15, Page 23 of the Public Records of Charlotte County, Florida; Thence South 82°04'06" West along the Northerly line of said lot, 150.00 feet; Thence North 00°36'48" East, 250.00 feet to the Point of Beginning.

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JACKSONVILLE, FLORIDA 32209
(913) 527-1000

Containing 1.230 Acres, more or less.

Said lands situate, lying, and being in Charlotte County, Florida.

Phase III will be completed on or before December 31, 1987.

IV.
IDENTIFICATION OF UNITS

A. Condominium Property. The condominium property of each phase consists of land described in Article III hereto, all easements and rights appurtenant thereto, together with the buildings and other improvements constructed thereon, which includes the units, common elements, and limited common elements. In addition, the condominium property shall include as a common element an interest in real or personal property acquired by the condominium association in accordance with the provisions of Section 718.144 of the Condominium Act, Florida Statutes, as amended. The principal improvements on the real property for Phase I will consist of two (2) one (1) story buildings. Units in Building I are numbered 1 through 12; Units in Building II are numbered 13 through 24; Units in Building III (Phase II) will be numbered 25 through 36; Units in Building 4 (Phase III) will be numbered 37 through 48. Each unit is approximately 1,330 square feet in size. Each unit is a condominium unit and is subject to private ownership. The terms "condominium unit", "condominium parcel", and "unit" are synonymous.

B. Definitions. The terms used in this DECLARATION OF CONDOMINIUM and in the Exhibits attached hereto and made a part hereof, including the Articles of Incorporation and By-Laws of HARBOR INDUSTRIAL CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, shall be defined in accordance with the provisions of chapter 718, Florida Statutes, as amended, and as follows, unless the context otherwise requires:

1. Assessment means a share of the funds required for the payment of common expenses which from time to time is assessed against a Unit Owner.

2. Association means HARBOR INDUSTRIAL CONDOMINIUM ASSOCIATION, INC., a non-profit corporation organized under the laws of the State of Florida, being the entity responsible for the operation of the Condominium or any successor.

3. By-Laws means the By-laws of the Association as they exist from time to time.

4. Common elements means all those items stated in the Condominium Act, and all tangible personal property required for the maintenance and operation of the Condominium, even though owned by the Association, and all portions of the condominium property not included in the units.

5. Common expenses means all expenses and assessments incurred by the Association for the Condominium and for which the unit owners are liable to the Association.

6. Common surplus means the excess of all receipts of the Association, including but not limited to assessments, rents, profits, and revenues on account of the common elements, over the amount of common expenses.

7. Condominium means that form of ownership of real property under which units are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements and refers to the HARBOR INDUSTRIAL CONDOMINIUM, a commercial condominium.

8. Condominium Act means and refers to the Condominium Act of the State of Florida (F.S.A. Chapter 718), as the same exists as of the recording of this DECLARATION.

9. Condominium documents means this DECLARATION, all Exhibits

annexed hereto, the Articles of Incorporation and the By-Laws of the Association, all as may be amended from time to time and the Commercial Condominium Purchase Agreement for the office unit.

10. Condominium parcel means a unit together with an undivided share in the common elements appurtenant to the unit.

11. Condominium property means and includes the lands and personal property that are subject to condominium ownership, all improvements placed thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

12. Condominium Unit or Unit means a part of the condominium property which is subject to exclusive ownership and shall include within its definition industrial units within the HARBOR INDUSTRIAL CONDOMINIUM.

13. Declaration means this Declaration of Condominium together with the exhibits annexed hereto, as same may be amended from time to time in accordance herewith.

14. Developer means WHIDDEN DEVELOPMENT, INC., and any nominee of the Developer or a substitute or alternative developer.

15. Limited Common Elements means and includes those common elements, if any, which are reserved for the use of a certain unit or units to the exclusion of other units as may be specified herein.

16. Mortgagee of Record means any life insurance company; federal, national or state bank or savings and loan association; union pension fund; real estate investment trust; Massachusetts business trust authorized to do business in the State of Florida; agency of the United States government; or other generally recognized institutional lender who is the holder of any recorded mortgage lien on the condominium property or any portion thereof, including any unit.

17. Occupant means the person or persons, corporation, partnership or other legal entity, other than the unit owner, in rightful possession of a unit pursuant to this DECLARATION.

18. Industrial Building means the improved structure containing individual industrial units constructed on the condominium property.

19. Operation or Operation of the Condominium means and includes the administration and management of the condominium property.

20. Unit Owner or Industrial Unit Owner means the owner of a condominium parcel.

C. Unit Boundaries. Each unit, which term is used in this subsection concerning boundaries shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

1. Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

(a) Upper Boundary: The sloped and/or horizontal plane formed by the underside of the roof structural system.

(b) Lower Boundary: The horizontal plane formed by the upper side of the interior unfinished floor surface.

2. Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the following boundaries extended to an intersection with the upper and lower boundaries.

(a) Exterior Building Walls: The intersecting vertical planes adjacent to and which include the interior surface of the outside wall system, load bearing walls and/or exterior beams.

(b) Interior Building Walls: The interior boundaries of the unit shall be the center line of any wall abutting a common or party

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wall or if the unit abutts a common element, the boundary shall be the interior unfinished surface of each interior unit boundary wall.

D. Condominium Parcel. Each condominium parcel includes an undivided interest of each unit owner in and to the common elements. Each unit owner in Phase I shall have as an appurtenance to his unit an undivided one-twenty fourth (1/24th) interest in the common elements. When Phase II is completed, each unit owner in Phase I and II shall have as an appurtenance to his unit an undivided one-thirty-sixth (1/36th) interest in the common elements of Phase I and II. When Phase III is completed, each unit owner in Phase I, Phase II and Phase III shall have as an appurtenance to his unit an undivided one forty-eighth (1/48th) interest in the Common elements of Phases I, II and III. Upon completion of Phase II and recording in the Public Records of Charlotte County, Florida of the amendment to the Declaration and the plat of Phase II, the owner of units in Phase I shall automatically acquire the aforesaid share of the common elements in the parcels of land described in Phases I and II, and conversely, the owners of units in Phase II shall likewise acquire the same fractional interest in the land and common elements of Phase I. Upon completion of Phase III and recording in the Public Records of Charlotte County, Florida of the Amendment to the Declaration and the plot plan of Phase III, the owners of units in Phases I and II shall automatically acquire the aforesaid share of the common elements in the parcels of land described in Phases I and II, and conversely, the owners of units in Phase III shall likewise acquire the same fractional interest in the land and common elements of Phases I and II. Each condominium parcel includes in Phase I a condominium unit together with the undivided share of the common elements which are appurtenant to that unit. The common elements include the land and all other parts of the condominium not in the unit and include but are not limited to the following items: sidewalks, yard area, foundation, roofs, driveway, and load bearing walls.

E. Automobile Parking Spaces, Rest Rooms-Limited Common Elements.

1. Parking Areas: Parking spaces are limited common elements and will be available for the use of unit owners and their guests. The condominium association may assign three (3) parking spaces for each unit to be used in accordance with the regulations of the association. Unit owners and their guests shall not park or store a motor vehicle or otherwise occupy the space which is assigned to another unit owner.

2. Rest Rooms: Rest rooms as designated on the plot plan are limited common elements and will be available for the use of the unit owners adjacent to said rest rooms and their invitees or guests and to be used in accordance with the regulations of the association. Supplies to and sanitation of rest rooms are the responsibility of those unit owners benefiting from same.

V.

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

A. There is recorded simultaneously herewith the condominium plat for Phase I containing the survey, plot plan, and graphic description of the improvements, showing the units, common elements, and limited common elements, their location and approximate dimensions in sufficient detail to identify them; said survey, plot plan and graphic description of improvements are made a part hereof by reference thereto. As each of Phase II and III is completed a survey of that phase containing the same information will be recorded.

B. Amendment of Plans.

1. Alteration of Unit Plans. Developer reserves the right to change the interior design and arrangement of any or all units, and to alter the boundaries between the units, as long as developer owns the units so altered. No such changes shall increase the number of units in any phase nor alter the boundaries of the common elements without amendment of the Declaration by approval of the Association, unit owners and owners of mortgages in the manner elsewhere provided. If more than

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one unit is concerned, the developer shall apportion between the units the shares and common elements appurtenant to the units concerned. The developer, however, shall not be required to obtain such approval in order to develop either Phases II or III. If developer makes any changes in units so authorized for Phase I or for Phases II and III, such changes shall be reflected by an amendment to this Declaration.

2. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of unit plans by developer shall be signed and acknowledged only by the developer and need not be approved by the association, unit owners or lienors of mortgages of other units or of the condominium, whether or not elsewhere required for an amendment.

C. Easements. Easements are reserved through the condominium property as may be required for water, electric, sewer, telephone and other utility services in order to serve the condominium adequately; provided, however, such easements through a unit shall be according to the plans and specifications for the building unless approved in writing by the unit owner.

D. Certificate of Surveyor. Construction of the condominium units in Phase I is substantially complete. This Declaration includes a certificate of a surveyor authorized to practice in the State of Florida stating that the construction of Phase I is substantially complete so that the material, (i.e. the condominium instruments, including the plat) together with provisions of this declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements and of each unit can be determined from such materials.

VI.

UNDIVIDED SHARES IN THE COMMON ELEMENTS AND SHARE IN THE COMMON EXPENSES AND COMMON SURPLUS APPURTENANT TO EACH UNIT.

A. Each unit in Phase I shall have as an appurtenance thereto an undivided one-twenty-fourth (1/24th) share in the common elements. When Phase II is completed, each unit shall have as an appurtenance an undivided one-thirty-sixth (1/36th) share in the common elements in Phases I and II. When Phase III is completed, each unit shall have as an appurtenance an undivided one-forty-eighth (1/48th) share in the common elements in Phases I, II and III.

B. Each unit owner shall be liable for a proportionate share of the common expenses to the extent of his interest in the common elements, and each owner shall be entitled to receive the same proportionate share of the common surplus unless otherwise provided in the By-Laws.

VII.

THE ASSOCIATION

A. The association responsible for the operation of this condominium is HARBOR INDUSTRIAL CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit. The association shall have all the powers, rights and duties set forth in the Condominium Act, as well as the powers and duties set forth in the Declaration, the By-Laws and the regulations enacted pursuant to such By-Laws. The association is sometimes referred to as the association, the condominium association, the condominium corporation, or the corporation. A copy of the Articles of Incorporation of the association is attached hereto, made a part hereof, and marked Exhibit I.

B. Every owner of a present vested interest in a condominium parcel, whether he has acquired title by purchase from the developer, the developer's grantee, successors, or assigns, or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the condominium association and does hereby agree to be bound by this Declaration, the By-Laws of the condominium association and the rules and regulations enacted pursuant thereto and the provisions and requirements of the Condominium Act and of lawful amendments thereto. Membership is automatic.

OR 783 PG 1449

C. The owner of every condominium parcel shall accept ownership of said parcel subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the land and improvements constituting condominium property. Owners of each unit shall collectively be entitled to one vote, and if a unit is owned by more than one person, then the person entitled to cast such vote shall be determined as follows:

A written statement under oath must be filed with the secretary of the condominium association, signed by members with a present vested interest in a unit and shall state:

1. The respective percentage interest of every person (as recorded in the Public Records of Charlotte County, Florida) owning a vested present interest in the fee title of the unit in which the affiant owns an interest.

2. Which one of the owners of the unit is to represent all of the owners of that unit at membership meetings and cast the vote to which they are entitled. The person so designated by the persons owning the majority interest in a unit shall be known as the voting member and shall be the only member owning an interest in that unit eligible to cast the vote for said unit at membership meetings. The person designated as the voting member may continue to cast the binding vote for all members owning an interest in the unit in which he owns an interest until such time as another person is properly designated as the voting member by those members owning the majority interest by a similar written statement filed with the secretary. Notwithstanding the foregoing provisions, voting by proxy may be permitted in accordance with the Article; and By-Laws now in existence or hereafter amended.

3. When a unit is owned by one person, then he or she shall be the voting member for that unit, so that no statement designating the voting member shall be required.

D. The number of voting members shall not exceed the number of units in each phase in the Condominium, so that initially there shall be twenty-four (24) voting members. If the Condominium Declaration is amended by adding Phase II, there shall be thirty-six (36) voting members. If the Condominium Declaration is amended by adding Phase III, there shall be forty-eight (48) voting members. Each voting member may cast one (1) vote. A corporation or an individual with an interest in more than one unit may be designated as the voting member for each such unit.

E. All the affairs, policies, regulations and property of the corporation shall be controlled and governed by the Board of Directors of the corporation consisting of the number of directors to be determined by the By-Laws, but not less than three (3) directors, who are all to be elected annually by the members entitled to vote. The terms "Board of Directors" and "Board of Administration" are synonymous.

F. It shall be the duty of the condominium association to provide through its agents and employees for the administration, operation, maintenance, repair and replacement of the common property, all exterior doors and windows, and all exterior surfaces of the buildings and parking drive area whether common property or part of a unit; to make reasonable uniform rules and regulations from time to time, as well as to perform all other duties expressly or impliedly set forth herein. The first election of directors shall be held in accordance with Article VII of the Articles of Incorporation, subject to the limitations set forth in Section 718.301, Florida Statutes, 1983. The directors named in the Articles of Incorporation of the condominium association shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

G. Limitation upon liability of Association. Notwithstanding the duty of the association to maintain and repair parts of the condominium property, the association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the association, or caused by the elements or other persons or owners.

H. Restraint upon assignment of shares in assets. The share of a

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PROFESSIONAL ASSOCIATION
324 CROSS STREET
JTA BORDO, FLORIDA 32088
(913) 887-1000

member in the funds and assets of the association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

VIII. AMENDMENT TO DECLARATION

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

A. Notice. Notice in writing of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the association or by not less than fifty percent (50%) of the voting members of the association. Such approvals may be either by:

1. Not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the votes of the entire membership of the association; or

2. Not less than seventy percent (70%) of the votes of the entire membership of the association; or

3. Until the first election of directors, only by all of the directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

C. Proviso. No amendment shall discriminate against any unit owner or against any unit or class or group of units, unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expense, unless the record owner of the unit concerned and all record owners of mortgages on such unit shall join in the execution of the amendment. Neither shall an amendment make any changes in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair After Casualty" unless the record owners of all mortgages upon the condominium shall join the execution of the amendment.

D. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Charlotte, County, Florida.

E. Directors shall be permitted to vote only if present at the meeting at which an amendment is considered, and members may vote either in person or by proxy.

IX BY-LAWS

The operation of the condominium property shall be governed by the By-Laws which are annexed to this Declaration as Exhibit II and made a part hereof. The By-Laws may be amended in the manner set forth therein.

X. PURPOSE AND USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the industrial building, in useful condition, exists upon the land.

A. The use of each and every unit shall be subject to all use restrictions and limitations running with the land, and shall not be in conflict with, nor in violation of, any present or future zoning ordinance or ordinances of the County of Charlotte, Florida; provided that any use

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which becomes a non-conforming but permissible use by virtue of a future ordinance shall be permissible.

B. The common elements, if any, and limited common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the use and enjoyment of the general or particular industrial unit owners, their business invitees and guests.

C. No nuisances shall be allowed upon the condominium property, nor any use, practice, noxious odor or loud noise that is the source of annoyance to other industrial unit owners or which interferes with the peaceful possession and proper use of the property or by other industrial unit owners. All parts of the condominium property shall be kept in a clean and sanitary condition and no rubbish, refuse, trash, or garbage allowed to accumulate nor any fire hazard allowed to exist. No owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property.

D. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof, and all ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

E. After approval by the Association as elsewhere required, industrial units may be rented, provided the occupancy is by the lessee only.

F. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all unit owners upon request.

G. Until the Developer has completed all of the contemplated improvements and closed the sales of all units, neither the unit owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the units. The Developer may make such use of the unsold units and common elements and limited common elements as may facilitate such completion and sale, including but not limited to the maintenance of a sales office, the showing of the property, and the display of signs.

H. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the common elements or limited common elements. Notwithstanding anything herein contained, the right is specifically reserved in the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied unit he may from time to time own and the same right is reserved to any Mortgagee of Record which may become the owner of a unit and to the Association as to any unit which it may own.

I. Unless prior approval has been obtained from the Developer or the Association, a unit owner shall not cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls or roof, including awnings and/or storm shutters, doors or windows of his unit; nor shall a unit owner grow any type of plant, shrubbery, flower, vine or grass outside his unit; nor shall a unit owner place any furniture or equipment outside his unit except in the paved storage area limited common element.

XI. CONVEYANCES

In order to assure a community of congenial property owners and thus protect the value of the unit, and to further the continuous harmonious development of the condominium community, the sale, lease, and mortgage of units shall be subject to the following provisions which shall be covenants running with the land so long as the condominium property shall be subject to the condominium form of ownership under the laws of

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the State of Florida.

A. Sale, Rental, Lease or Transfer. Prior to the sale, or transfer of any interest, other than by rental or lease, in a unit and common property to any person other than the transferrer's spouse, the owners shall notify the Board of Directors of the corporation in writing the name and address of the persons to whom the proposed sale, or transfer is to be made, and such other information as may be required by the Board of Directors of the corporation. Within ten (10) days, the Board of Directors of the corporation shall either approve or disapprove the proposed sale or transfer, in writing, and shall notify the owners of its decision. In the event the Board of Directors fails to act or disapproves the proposed sale or transfer, and if a member still desires to do so, he shall, thirty (30) days before such sale or transfer, give written notice to the secretary of the corporation of his intention to sell or transfer on a certain date, and the bona fide price and other terms thereof, and the corporation shall promptly notify the members of the date, price and terms. Members shall have the first right over non-members to accept such sale or transfer at the bona fide price and on the terms contained in the notice, provided they so notify the secretary of the corporation, in writing, of acceptance at least ten (10) days before the date of the intended sale or transfer, which information the corporation shall promptly forward to the owner. In the event the member giving notice receives acceptance from more than one member, preference shall first be given to the members owning a unit horizontally contiguous to the unit being sold or transferred, but if all other conditions are equal, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

B. If a dispute arises as to the purchase price the purchaser has the option to have the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the units. The expense of the arbitration shall be paid by the purchaser.

C. In the event the member giving notice receives no written notice from any member accepting his price and terms of the proposed sale or transfer, and no dispute arises concerning the sale price on or before ten (10) days before the day given in the notice as the day of the sale or transfer, then that member may complete the sale or transfer on the day and at the price and the terms given in his notice, but on no other day or any other price or terms without repeating the procedure outlined above. In the event a member makes a sale or transfer without first complying with the terms hereof, any other member shall have the right to redeem from the purchaser, subject to termination, according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the purchaser for the monies expended and immediately after such reimbursement said purchaser or transferee shall convey all of his right, title and interest to the member or members making the redemption.

D. An affidavit of the secretary of the corporation stating that the Board of Directors approved in all respects, on a certain date, the sale, or transfer of the unit and interest in the common property to certain persons, shall be conclusive evidence of such facts and from the date of approval as stated in the affidavit, the redemption rights herein afforded the members shall terminate. An affidavit of the secretary of the corporation stating that the Board of Directors was given proper notice on a certain date of a proposed sale or transfer, and that thereafter all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a unit and common property interest have been complied with, and that the sale or transfer of a particular unit and common property interest to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of those persons' title to the unit and common property interest sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price, terms and date stated in the notice given to the secretary, but sixty (60) days after the date of the notice

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to the Board of Directors as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

E. An industrial unit owner intending to make a bona fide lease of his industrial unit or any interest therein, shall give to the Association written notice of such intention together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease, stating, inter alia, the amount reserved as rent thereunder and the rental term. Any such lease shall contain a clause prohibiting assignment and subletting without prior consent of the Association.

F. If the proposed transaction is a lease, then within thirty (30) days after receipt of notice and information the Association must either approve or disapprove of the proposed lease. Any disapproval must be based upon reasonable grounds compatible with the purpose of this DECLARATION. No lease shall be disapproved if the proposed tenant meets all of the zoning, building & occupancy requirements of the County of Charlotte, Florida and all governmental bodies having jurisdiction over the premises, and is compatible with the existing Association or if a unit owner is leasing to a business entity owned or controlled by him or by members of his immediate family (i.e. spouse, parents or children). Notwithstanding any provision elsewhere contained in this DECLARATION, no lease is required to be assented to and there will be no leasing consented to without Developer's consent while there remain any unsold units in the condominium. Leases of portions of units may be approved subject to reasonable conditions imposed by the Association.

G. Notwithstanding anything to the contrary herein, the provisions of this article shall not be applicable to purchasers at foreclosure or other judicial sales, to transferees of institutional first mortgages nor to the developer until after the developer has initially conveyed or disposed of all units.

**XII
RIGHTS OF HEIRS AND
DEVISEES OF DECEASED UNIT OWNERS**

A. If the owner of a condominium parcel should die and the title to his parcel shall pass to his surviving spouse or to any member of his family regularly in residence with him in the condominium parcel prior to his death, then such successor in title shall fully succeed to the ownership, rights, duties and obligations of the unit owner, the provisions of Article XI of this Declaration notwithstanding.

B. If the title to the condominium parcel of such deceased owner shall pass to any person other than a person or persons designated in Paragraph A above, then within sixty (60) days of such person or persons taking title, occupancy or possession of the parcel of the deceased owner, he shall advise the association in writing of his intention of residing in the parcel and of his or their current address. He shall also furnish to the association such other information as the association may reasonably request. The association shall have thirty (30) days thereafter to give notice to said person or persons in writing, delivered or mailed to the said current address, whether or not his or their occupancy and ownership of the parcel is approved. The failure of the association to give such notice within the said thirty (30) days shall be deemed automatic approval. Notice shall be deemed given when deposited in the United States Mail, postage prepaid. If the association does not approve the ownership and/or occupancy of the parcel by said person or persons and so notifies them, said person or persons may procure a purchaser acceptable to the association for said parcel at the fair market value therefor, established by the association, which value shall be conclusive upon all persons for all purposes unless grossly inadequate or fraudulent. Thereupon the person or persons having title, possession and/or occupancy of said parcel shall execute such papers and documents as the association may require to complete the transfer of title, possession and occupancy of the parcel to such purchaser, and shall deliver possession and occupancy of the parcel to the purchaser. If a purchaser acceptable to the

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association is not procured then the provision of Article XI shall apply with respect to the transfer of the unit.

C. Nothing in this Article shall be deemed to reduce, forgive or abate any amounts due the association from the unit owner at the time of his death, nor the assessments attributable to the unit becoming due after the unit owner's death, all of which shall be fully due and payable as if the unit owner had died.

D. Nothing herein shall prevent the sale and transfer of a condominium parcel by the owner thereof in the manner otherwise provided in this Declaration.

XIII ASSESSMENTS

The condominium association, through its Board of Directors shall have the power to make and collect assessments, and special assessments, and such others assessments as are provided for by the condominium law, this Declaration and the By-Laws.

A. Budget. The Board of Directors of the Association shall propose the annual budget in advance for each fiscal year. The budget shall project anticipated income and estimated expenses. Common expenses shall include but shall not be limited to, costs and expenses of operation, maintenance and management, property taxes and assessments against the condominium property (until such time as any of such taxes and assessments are made against the condominium parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the condominium as a whole), insurance premiums for fire, windstorm, flood and extended coverage insurance on the condominium real property and condominium personal property, premiums for public liability insurance, legal and accounting fees, management fees, operating expenses of the property and the association; maintenance, repairs and replacement (but only as to the common elements, except for emergency repairs or replacements deemed necessary to protect the common elements and properly chargeable to the individual condominium parcel concerned), charges for utility and water used in common for the benefit of the condominium; cleaning and janitor service for the common elements and limited common elements; expenses and liabilities incurred by the association in and about the enforcement of its rights and duties against the members or others; and the creation of reasonable contingency or reserve requirements for the protection of the members, and the condominium property (e.g., reserves for replacements, operating reserve to cover deficiencies in collections), and all other expenses declared by the directors of the association to be common expenses from time to time.

B. Copies of the proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The Board of Directors will prepare the proposed annual budget of common expenses, and the unit owners shall consider the budget at the annual meeting or at such other meeting as may be provided in the By-Laws. At the annual meeting when the budget is considered, the voting members of the association shall have the power to modify or amend the budget, and shall then adopt the annual budget.

C. After adoption of a budget and determination of the annual assessment per unit, the association shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the voting member representing each unit at such member's most recent address as shown by the books and records of the Corporation. One-twelfth (1/12th) of the annual assessment shall be due and payable in advance to the corporation on the first of each month, regardless whether or not members are sent or actually receive written notice thereof. In addition, the corporation shall have the power to levy equal special assessments against each unit if necessary to cover the aforesaid types of expenses and shall have the power to levy other special assessments as provided herein which may, or may not, be equal per unit.

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D. The record owners of each unit shall be personally liable jointly and severally, to the association for the payment of all assessments, regular or special, made by the association and for all costs for collecting delinquent assessments including a reasonable attorney's fee. All assessments and installment payments of such assessment not paid on or before ten (10) days after the date when due shall bear interest at the rate of fifteen percent per annum from the date due until paid. All payments upon accounts shall first be applied to interest and then to the assessment payment first due. In the event assessments against a unit are not paid within sixty (60) days after their due date, the association shall have the right to shut off all utilities servicing such unit until such time as the assessments are paid or until the completion of foreclosure on a unit by an institutional first mortgage. The Board of Directors shall have the authority to assess a late charge for all assessments that are unpaid for over thirty (30) days after due.

E. Should the association through its directors at any time determine that the assessments made are not sufficient to pay the common expenses, or in the event of emergencies, the Board of Directors shall have authority to levy and collect additional assessments to meet such needs of the association. If the Board of Directors levy an additional assessment in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessment for the preceding year, upon written application of twenty-five percent (25%) of the unit owners to the Board, the Board shall call a special meeting of the unit owners within thirty (30) days, upon not less than ten (10) days written notice to each unit owner. At such special meeting unit owners may consider and enact a revision of the additional assessment or recall any and all members of the Board of Directors and elect their successors. The revision of the additional assessment or the recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the whole number of votes of all unit owners.

XIV
LIEN OF THE ASSOCIATION

A. The association shall have a lien on each condominium parcel for any unpaid assessments, late charges and interest thereon against the unit owner of such condominium parcel. Said lien shall also secure reasonable attorney's fees incurred by the corporation incident to collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Charlotte County, of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until such sums secured by the lien shall have been fully paid. Such claims or liens shall include only assessments which are due and payable when the claim of lien is recorded. Such claims of liens shall be signed and verified by an officer or agent of the association and shall then be entitled to be recorded. Upon full payment the party making payment shall then be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of an institutional first mortgage recorded prior to the time of recording of the claim of lien.

B. As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage regardless when said assessment was due, but not to any other mortgage. For the purposes of this instrument, an institutional first mortgage shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association, or insurance company authorized to transact business in the State of Florida. Upon the recordation of a deed issued pursuant to the foreclosure of an institutional first mortgage, any lien for assessments due and payable prior to such recordation shall be deemed abolished, but the lien for assessments due and payable after the recordation of said deed shall not be impaired and shall be effective as to the grantee of such deed.

C. Any person who acquired an interest in a unit, except through foreclosure of an institutional first mortgage, or tax sale, shall be

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personally liable, jointly and severally, with the transferor for all unpaid assessments up to the time of the transfer of ownership. Such liability may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made. In the event a member exercises his rights of first refusal or redemption, said member shall have the right to deduct such sums from the first refusal or redemption price paid to the seller or transferor.

D. Any person purchasing or encumbering a unit shall have the right to reply upon any statement made in writing by an officer of the association regarding assessments against units which have already been made and which are due and payable to the association, and the association and the members shall be bound thereby. No action or suit shall be brought to enforce by foreclosure any lien arising under this Declaration after two (2) years from the due date of any assessment therefore. The association may at any time require owners to maintain a minimum balance on deposit with the association to cover future assessments. Said deposit shall be uniform for all units.

XV TAXATION

Whenever a tax is assessed against the condominium property as a whole, instead of against each parcel, it shall be treated as a common expense, in accordance with the provisions of Article XIII.

XVI MAINTENANCE AND REPAIR

A. The Board of Administration of the Association may enter into a contract with any firm, person, or corporation, for the maintenance and repair and management of this condominium property and may delegate to the manager all the powers and duties of the Association, except such as are specifically required by this DECLARATION or the By-Laws to have the approval of the Board of Administration or the membership of the Association. The manager may be authorized to determine the budget, make assessments for common expenses and collect assessments, as provided by this DECLARATION and the By-Laws. Subject to approval as may be granted by the Association.

B. Each unit owner agrees as follows:

1. To maintain in good condition and repair, his unit and all interior surfaces within or surrounding his unit (such as the surface of the walls, the ceilings, and floors), whether or not part of the unit or the common elements or limited common elements, and the entire interior of his unit, and to maintain and repair the fixtures and equipment therein, including, without limitation thereto, the following, where applicable: drains, plumbing fixtures and connections, sinks, electric panels and fixtures within the unit; interior doors, windows, screening and glass, including the operating mechanisms; and to pay for all utilities which are separately metered or charged to him or to his unit.

2. Not to make or cause to be made any structural addition or alteration to his unit or to the common elements or limited common elements. Alterations within a unit may be made with the prior written consent of the Association, and all Mortgagees of Record of the unit. The installation or removal of a non-load bearing partition shall constitute an alteration within a unit and as an alteration or addition to a unit.

3. To make no alterations, decorations, repairs, replacements, or changes of the common elements, limited common elements, or to any outside or exterior portion of the building whether within a unit or part of the common elements or limited common elements. Unit owners may use such contractor or subcontractor within their units as are approved by the Association. Said parties shall comply with the rules and regulations adopted by the Association. The unit owner shall be liable for all damages to another unit, the common elements, limited common elements or the condominium property caused by the unit owner's contractor, subcontractor, or employee, whether said damages are caused by

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negligence or otherwise.

4. To allow the Association, the Board of Administration, or the agents or employees of the Association to enter into any unit for the purpose of maintenance, inspection, repair, or replacement of the improvements within the units, the common elements or the limited common elements, or to determine in case of emergency, circumstances threatening units or the common elements, or to determine compliance with the provisions of this DECLARATION and the By-Laws of the Association.

5. To show no signs, advertisements, or notice of any type on the common elements, limited elements, or his unit, except that standard company, professional or corporation slogans and logos may be permitted on each unit's entry door, in addition to the name of the unit owner, as provided for in paragraph E of this Article XVI.

C. In the event the owner of a unit fails in his maintenance obligations as set forth herein, or makes any alteration without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to seek for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy an assessment against the owner of a unit and the unit for such necessary sums to remove any unauthorized addition or alteration and to restore the unit common elements, or limited common elements to good condition and repair. Said assessments shall have the same force and effect as all other special assessments and the Association shall have a lien on the unit to enforce same, and for reasonable collection costs and attorneys fees incident thereto. The Association shall have the further right to have its employees or agents or any subcontractors appointed by it, enter a unit at all reasonable times to do such work as is deemed necessary by the Association to enforce compliance with the provisions thereof.

D. The Association shall determine the exterior color scheme of the building, all exteriors and the liners for all window draperies, and no unit owner shall paint an exterior wall, door, or any exterior surface, or install drapes without approved liners, or install other window treatment, or replace anything thereon or affixed thereto without the written consent of the Association.

E. All signs shall be as approved by the Association, prior to placement on the door of each industrial unit. No other signs shall be allowed in any location or type without prior written approval of the Association. Such approval of the Association may not be revoked once it has been granted.

XVII ALTERATION OF COMMON ELEMENTS

No owner of a condominium unit shall make or cause to be made substantial and material alterations, improvements or additions to the common elements or limited common elements, except in accordance with the following provisions:

A. A special meeting of all of the unit owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than ten (10) days nor more than thirty (30) days written notice.

B. Seventy-five percent (75%) of all the voting members shall vote in favor of the proposal in person or by proxy.

C. If approved each unit owner shall be assessed his proportionate cost of such alteration, improvement or addition based upon that owner's interest in the common elements.

XVIII PROHIBITION OF FURTHER SUBDIVISION AND WAIVER OF PARTITION

A. The space within any of the units and common property shall not

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be further subdivided. An undivided interest in the common property is hereby declared to be appurtenant to each unit and such undivided interest shall not be conveyed, devised, encumbered or otherwise dealt with separately from the unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and an interest in the entire area described as common property which is appurtenant to such unit. Any instrument subsequent to the developer's conveyance conveying, transferring, or encumbering an undivided percentage interest in the common property which is not appurtenant to such unit owned by the person executing such conveyance or encumbrance, and any instrument not in accordance with this Article shall not be effective and shall be deemed null and void, ab initio.

B. The developer hereby and each subsequent owner of any interest in a unit or in the common property by acceptance of a conveyance or any instrument transferring an interest waives the right of partition of any interest in the common property under the laws of the State of Florida as it exists now or hereafter until this condominium unit project is terminated according to the provisions hereof or by law. Any owner may freely convey an interest in a unit together with an undivided interest in the common property subject to the provisions of this Declaration.

**XIX
LIABILITY INSURANCE
AND LIMITATION OF LIABILITY**

The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the common elements of this Condominium. The Board of Directors shall collect and enforce the payment of one-twenty-fourth (1/24) of the premium of such insurance from each unit owner in Phase I as an assessment. After Phase II has been completed, the assessment shall be one-thirty-sixth (1/36th) of the premium. After Phase III has been completed, the assessment shall be one-forty-eighth (1/48th). Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit or for which he may be liable. In accordance with the provisions of the Condominium Act, the liability of a unit owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with the Condominium Act, this Declaration and the By-Laws. The owner of a unit may be personally liable for the acts or omissions of the association in relation to the use of the common elements, but only to the extent of his pro rata share of that liability in the same percentage as his interest in the common elements. In any legal action in which the association may be exposed to liability in excess of insurance coverage protecting it and the unit owners the association shall give notice of the exposure within a reasonable time to all unit owners, and they shall have the right to intervene and defend. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a dwelling house would be liable for an accident occurring therein.

**XX
CASUALTY INSURANCE, PAYMENT OF PROCEEDS,
RECONSTRUCTION, MISCELLANEOUS INSURANCE**

A. Purchase of Insurance. The Board of Directors of the association shall keep insured the condominium property, including the entire building erected upon the condominium land, all fixtures and personal property appurtenant thereto, and all units contained therein, and for the interest of the association, all unit owners and their mortgagees, as their interest may appear, in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier, against loss or damage by fire and hazards covered by a standard coverage endorsement and such risks of a similar or dissimilar nature as are customarily covered with respect to buildings

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similar in construction, location and use to the buildings erected upon the condominium land.

B. Assured and Loss Payable. All casualty insurance policies purchased by the association hereunder shall be for the benefit of the association, all unit owners and their mortgages as their interest may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Board of Directors of the association who shall act as the Insurance Trustee and it shall be the duty of the Insurance Trustee to receive such proceeds as are paid to them and to hold the same in trust pursuant to the terms of this Declaration.

C. Payment of Premiums. The Board of Directors shall collect and pay the premiums for casualty insurance as part of the common expenses for which assessments are levied. Each unit owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments.

D. Reconstruction or Repair After Casualty. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Common Element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium should be terminated.

2. Units

(a) Lesser Damage. If the damaged improvement is the unit building, and if units to which fifty percent (50%) of the common elements are appurtenant are found by the Board of Directors of the association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium should be terminated.

(b) Major Damage. If the damaged improvement is the unit building, and if units to which more than fifty percent (50%) of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided unless within sixty (60) days after the casualty the owners of seventy five percent (75%) of the common elements agree in writing to such reconstruction or repair.

(c) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or if not, then according to plans and specifications approved by the Board of Directors of the association and if the damaged property is the unit building, by the owners of not less than seventy five percent (75%) of the common elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

(d) If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the association. Immediately after a determination is made to rebuild or repair damage to property for which the association has the responsibility of reconstruction and repair, the association shall obtain reliable and detailed estimates of the costs to rebuild or repair.

(e) If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a uniform special assessment against all unit owners for the deficiency related to common elements and against the individual unit owners for the portion of the deficiency related to individual damaged units; provided, however, that if

In the opinion of the Board of Directors, it is impossible to adequately and accurately determine the portion of the deficiency related to individual damaged units, the Board of Directors shall levy the special assessment for the total deficiency against each of the unit owners according to the percentage as set forth in paragraph B of Article VI of this Declaration.

3. Disbursement of Funds. The funds for payment of costs for reconstruction and repair after casualty, which consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against the unit owners, shall be disbursed in payment of such costs in the following manner.

(a) Association. If the total of assessments paid by the association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the association is more than \$5,000.00, then the sums paid upon such assessments shall be deposited by the association with the Insurance Trustee. In all other cases the association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the association from collections of assessments against unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order.

(i) Association-Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the association; provided, however, that upon request to the Insurance Trustee by the mortgagee that is beneficiary of an insurance policy the proceeds of which are included in the construction fund, such funds shall be disbursed in the manner provided for the reconstruction and repair.

(ii) Association-Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the association and upon approval of an architect qualified to practice in Florida and employed by the association to supervise the work.

(iii) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Insurance Trustees to the Unit owner or if there is a mortgagee endorsement as to the unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner stated; except however, that the part of distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

4. Rights of Mortgagees. If any first mortgagee of any condominium unit shall require it, the association shall from time to time deposit in a savings account established for the purpose, sufficient monies in escrow to insure the payment of the casualty insurance premiums insuring the condominium property. A majority of such mortgagees as herein above defined may designate the bank or savings and loan association as a depository for these funds and may determine the provisions of the escrow, but only one such escrow account shall be required. However, the association shall not be required to fund this

OR 783 PG 1461

escrow more frequently than once a month nor deposit therein from month to month an amount greater than of the reasonably estimated casualty insurance premium next due, per month. Any mortgagee in any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property secured by said mortgage waives the right to such proceeds if the proceeds are used pursuant to this Declaration of Condominium to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee, of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or reconstruction of the property subject to the mortgage, be distributed to the mortgagee and the unit owners as their interests may appear. The owner and holder of any first mortgage on any unit shall have the right to approve the plans and proposals for any repairs, reconstruction or replacement to the unit or units encumbered by its mortgage or mortgages and no such repairs, reconstruction or replacement shall be begun or undertaken without such approval, which approval shall not unreasonably be withheld.

5. Association as Agent. The association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the association, and to execute releases therefore.

6. Miscellaneous Insurance. The Association shall also carry such other insurance as follows:

- a. Workmen's Compensation insurance to meet the requirements of law;
- b. Flood insurances, if available and if required by twenty-five percent (25%) of Mortgagees of Record (either in number or dollar amount of loans), or if deemed desirable by the Board of Administration of the Association; and

c. Such other insurance shall be obtained as the Association shall determine from time to time to be desirable. Each individual unit owner shall be responsible for purchasing, as his own expense, if desired, liability insurance to cover accidents occurring within his own unit (as well as to cover unit owner's proportionate liability for acts of omissions of the Association in relation to the use of common elements under Florida Statute 718.119 to the extent liability insurance of the Association may be insufficient) and for purchasing insurance upon his own personal property. If available and where applicable, the Association shall endeavor to obtain policies which provide that the insurer waives its right of subrogation as to any claims against unit owners, the Association, and their respective servants, agents and guests.

**XXI
MORTGAGES - SUBORDINATION**

A. A unit owner who mortgages his condominium parcel must notify the association of the name and address of his mortgagee. The association shall maintain such information in a register which shall, among other things, contain the names of all of the owners of condominium parcels and the names of mortgagees holding mortgages on condominium parcels. The failure to notify the condominium association of the existence of a mortgage shall in no way impair the validity of the mortgage. If an owner mortgages his condominium parcel, he shall not be permitted to modify, alter or change the physical aspect of the unit without the written authorization of the mortgagee. The association shall, at the request of a mortgagee, report any unpaid assessments due from the owner of a condominium parcel.

B. Subordination. No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property, or any part thereof, and made by a bank, savings and loan association, or insurance company authorized to transact business in the State of Florida, and engaged in the business of making loans constituting a first lien upon real property, but the rights and remedies herein

granted to the developer, the association and the owner or owners of any part of said subdivision may be enforced against the owner of the portion of said property subject to such mortgage notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained.

**XXII
DEVELOPER'S UNIT
RIGHTS AND PRIVILEGES**

The provisions of Article XI hereof respecting sale, transfer and lease of condominium parcels shall not be applicable to the developer submitting the condominium property to condominium ownership. The developer reserves the right to and has the right to sell, lease or rent condominium units and parcels to any purchaser approved by it. The developer shall have the right to transact any business necessary to consummate the sale of units, including, but not limited to, the right to maintain models, advertise on the premises, and use the common elements. In the event there are unsold parcels, the developer retains the right to ownership thereof under the same terms and obligations as other owners of condominium parcels. The developer may sell, lease or rent parcels owned by it to any person or persons whatsoever and the provisions of Article X shall not be applicable to the developer or to any such sale, conveyance or lease by the developer, notwithstanding anything to the contrary contained in this Declaration, the By-Laws or the Articles of Incorporation of the association. This Article shall not be amended without the written consent of the developer. If the provisions of this article conflict with any other article, then this article shall govern.

**XXIII
SEPARABILITY OF PROVISION**

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration, or in the Articles or By-Laws of the Condominium Corporation or of the Condominium Act, shall in no wise affect the remaining part or parts hereof which are unaffected by such invalidation, and the same shall remain effective.

**XXIV
TERMINATION**

This project may be terminated as provided for by the Condominium Act. Upon termination the undivided share of the common property owned in common by each unit owner shall be one-twenty fourth (1/24th) if only Phase I has been completed. If Phase II has been completed, the share shall be one-thirty-sixth (1/36th). If Phase III has been completed, the share shall be one-forty-eighth (1/48th).

**XXV
EASEMENTS**

A. All owners of units shall have as an appurtenance to their units a perpetual easement for ingress to and egress from their units over walks and other common property located in the condominium subdivision, and a perpetual right or easement, in common with all persons owning an interest in any unit in the condominium, to the use and enjoyment of all common elements in the building and other facilities (including but not limited to utilities as they now exist) located in the condominium.

B. All the condominium property and all the condominium units and the common elements shall be and are singularly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements upon the condominium property, or caused by inaccuracies in construction or reconstruction of the building or such improvements upon the condominium property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments stand. A valid easement for the maintenance of such encroachments is herein created, so long as such

OR 783 PG 1463

encroachments stand.

C. All units and the common property shall be subject to perpetual easements in gross being granted to HARBOR INDUSTRIAL CONDOMINIUM ASSOCIATION, INC., a not-for-profit corporation, and its successors for ingress and egress and to use said premises for the purpose of having its employees and agents perform all obligations and duties of the corporation set forth herein.

XXVI
MISCELLANEOUS PROVISIONS

A. The developer as the owner of any condominium unit shall not be required to pay any of the common expenses of the condominium, as would be the obligation of the condominium units owned by the developer, except for this paragraph, which assessments become due and payable in whole or in part at any time within ninety (90) days of the recording of a deed to the first unit owner in the condominium; provided, however, that the developer shall be obligated to pay that portion of the common expenses attributable to such units owned by it which are collected for the express purpose of paying or of providing an escrow for the payment of any and all real estate taxes levied or assessed against the condominium property if such taxes are common expenses under the provisions of this Declaration or of the By-Laws of the condominium association.

B. The condominium association, its officers, directors, agents and employees, shall at all times have the right to enter the condominium units at reasonable times for the purpose of inspecting the common elements, gaining access to the common elements, or making repairs or otherwise maintaining the condominium property, or to abate emergency situations which threaten damage to the condominium property or any part thereof.

C. Audit. The Board of Directors of the association shall provide for the preparation of a financial operating statement and present it at least annually to each of the members. Any member at his cost may at any reasonable time cause an audit to be made of the corporate records and books by a certified public accountant.

D. The developer retains the right and shall at all times have the right to declare and create easements, from time to time without the joinder or consent of any unit owner or the association, providing only that such easements when created shall be reasonable and consistent with then-existing improvements upon the condominium property. Easements for utilities and for drainage which may be shown on the plat shall be in addition to any easements which may be created by the developer under this paragraph D. This paragraph D shall not be amended nor shall the condominium plan be amended in any way to defeat, restrict or reduce the developer's right herein contained without the written consent of the developer.

E. Until the completion of contemplated improvements to the condominium property, the developer specifically reserves the right, without the joinder of any persons, to make such changes in the Declaration and its attachments or in the plat of development as may be required by any lender, governmental authority or as may be in its judgment necessary or desirable; provided that such will not change the shares of the unit owners or their mortgages in the common elements, and that all changes made will provide facilities as good as, or better than, those shown on the condominium plat. This provision shall take precedence over any other provisions of the Declaration or its attachments.

F. This Declaration is subject to the Declaration of Restrictions dated June 11, 1984 and recorded in O. R. Book 779, Pages 718 through 760 of the Public Records of Charlotte County, Florida, unless such restrictions or any of them in conflict with this Declaration shall have been waived in writing by Developer.

G. No owner of a condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or limited common elements

OR 783 PG 1464

on the condominium property or by the abandonment of his unit. .

H. In any action or proceeding between the Association and a unit owner or unit owners, the prevailing party shall be entitled to recover a reasonable attorney's fee and the costs and expenses of litigation, including appeals.

I. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of the DECLARATION shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the condominium.

J. The captions used in this DECLARATION of Condominium and Exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of the text of this DECLARATION or Exhibits hereto annexed.

K. All costs of water and sewage service to the condominium property shall be and are hereby declared to be a common expense of the Condominium Association.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium this 10th day of July, 1984.

WHIDDEN DEVELOPMENT, INC.

By James E. Whidden, Jr.
President

Attest: _____

Jan S. Malone
First Witness

John Johnson
Second Witness

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, James E. Whidden, Jr. President of WHIDDEN DEVELOPMENT, INC., a corporation under the laws of the State of Florida, to me well known to be the person(s) described in and who executed the foregoing instrument and duly acknowledged before me that he (they) executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Punta Gorda, said County and State, this 10th day of July, A.D., 1984.

MY COMMISSION EXPIRES:
Notary Public, State of Florida
My Commission Expires Oct. 25, 1985
Notary Public, State of Florida, Inc.

Jan S. Malone
NOTARY PUBLIC-STATE OF FLORIDA
(SEAL)

OR 783 PG 1465



OF
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State of Florida



Department of State

OR 783 PG 1466

I certify that the attached is a true and correct copy of the Articles of Incorporation of HARBOR INDUSTRIAL CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on May 9, 1984, as shown by the records of this office.

The charter number of this corporation is N02960.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
10th day of May, 1984.



CEN-101

George Firestone
Secretary of State

Instrument Was Prepared by
JAMES E. MOORE, III
Attorney at Law
324 Cross Street
Punta Gorda, FL

NO 2960

OR 783 PG 1467

ARTICLES OF INCORPORATION
OF
HARBOR INDUSTRIAL CONDOMINIUM ASSOCIATION, INC.

ARTICLE I
NAME

The name of the corporation is HARBOR INDUSTRIAL
CONDOMINIUM ASSOCIATION, INC.

ARTICLE II
PURPOSE

The purposes and objects of the corporation are such as are authorized under Chapter 617 of the Florida Statutes and include providing for maintenance, preservation, administration, and management of HARBOR INDUSTRIAL CONDOMINIUM, a condominium to be created under the Florida Condominium Act on lands located and being in Charlotte County, Florida.

The corporation is organized and operated solely for administrative and managerial purposes. It is not intended that the corporation show any net earnings, but no part of any net earnings that do occur shall inure to the benefit of any private member. If, in any taxable year, the net income of the corporation from all sources other than casualty insurance proceeds and other nonrecurring items exceeds the sum of (1) total common expenses for which payment has been made or liability incurred within the taxable year, and (2) reasonable reserves for common expenses and other liabilities in the next succeeding taxable year, such excess shall be held by the corporation and used to reduce the amount of assessments that would otherwise be required in the following year. For such purposes, each unit owner will be credited with the portion of any excess that is proportionate to his interest in the common elements of the condominium.

ARTICLE III
MEMBERS

Each condominium unit shall have appurtenant thereto a membership in the corporation, which membership shall be held by the person or entity, or in common by the persons or entities owning such

MY OFFICE OF
E. MOORE III, P.A.
SIGNAL ASSOCIATION
CROSS STREET
PUNTA GORDA, FLORIDA 33900
139 637-1998

unit, except that no person or entity holding title to a unit as security for performance of an obligation shall acquire the membership appurtenant to such unit by virtue of such title ownership. In no event may any membership be severed from the unit to which it is appurtenant.

Each membership in the corporation shall entitle the holder or holders thereof to exercise that proportion of the total voting power of the corporation corresponding to the proportionate undivided interest in the common elements appurtenant to the unit to which such membership corresponds, as established in the declaration.

**ARTICLE IV
DURATION**

The period of duration of the corporation is perpetual.

**ARTICLE V
SUBSCRIBERS**

The names and residences of the subscribers are:

<u>NAME</u>	<u>RESIDENCE</u>
JAMES E. WHIDDEN, JR.	827 Harbor View Road Charlotte Harbor FL 33950
JAMES E. MOORE III	324 Cross Street Punta Gorda FL 33950
RUBY B. WANKELMAN	620 Nuremberg Boulevard Charlotte Harbor FL 33950

**ARTICLE VI
OFFICERS**

The affairs of the corporation are to be managed by a President, Vice-President, a Secretary and Treasurer who will be accountable to the governing board. Officers will be elected annually by the directors in the manner set forth in the bylaws.

The names of the officers who are to serve until the first election of officers are as follows:

<u>NAME</u>	<u>POSITION</u>
JAMES E. WHIDDEN, JR.	PRESIDENT
JAMES E. MOORE III	VICE PRESIDENT
RUBY B. WANKELMAN	SECRETARY
RUBY B. WANKELMAN	TREASURER

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**ARTICLE VII
BOARD OF DIRECTORS**

The number of persons constituting the first board of directors is three (3). The names and addresses of the directors who are to serve until the first annual meeting of the members or until their successors are elected and qualify are:

<u>NAME</u>	<u>ADDRESS</u>
JAMES E. WHIDDEN, JR.	827 Harbor View Road Charlotte Harbor FL 33950
JAMES E. MOORE III	324 Cross Street Punta Gorda FL 33950
RUBY B. MANKELMAN	620 Nuremberg Boulevard Charlotte Harbor FL 33950

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At the first annual meeting, the members shall elect from among the members of the corporation one director for a term of one year, one director for a term of two years, and one director for a term of three years; at each annual meeting thereafter the members shall elect from among the membership one director for a term of three years.

**ARTICLE VIII
BYLAWS**

Bylaws regulating operation of the corporation are attached to the declaration. The bylaws may be made, altered, or rescinded by the first board of directors until the first annual meeting of members. Thereafter, the bylaws shall be made, altered, or rescinded by the members in the manner set forth in the bylaws.

**ARTICLE IX
AMENDMENTS TO ARTICLE**

Amendments to these articles of incorporation may be proposed by at least one-fourth of the directors or by members entitled to exercise at least one-third of the then authorized membership voting power. Amendments may be adopted by the affirmative vote of those members exercising not less than a majority of the total voting power of the corporation. Additional requirements concerning proposal and adoption of amendments to the articles shall be set forth in the bylaws.

**ARTICLE X
POWERS OF CORPORATION**

To promote the health, safety, and welfare of the residents of HARBOR INDUSTRIAL CONDOMINIUM, the corporation may:

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(1) Exercise all of the powers and perform all of the duties of the association as set forth in the declaration of condominium and the bylaws attached thereto, as those documents may from time to time be amended.

(2) Determine, levy, collect, and enforce payment by any lawful means of all assessments for common charges, and pay such common charges as the same become due.

(3) Engage the services of a professional corporate management agent and delegate to such agent any of the powers or duties granted to the association of unit owners under the declaration or bylaws other than the power to engage or discharge such agent; the power to adopt, amend, and repeal the provisions hereof, or of the declaration, bylaws or rules and regulations of the condominium.

(4) Take and hold by lease, gift purchase, grant, devise or bequest any property, real or personal, including any unit in the condominium, borrow money and mortgage any such property to finance the acquisition thereof on the vote of seventy percent (70%) of members, and transfer, lease, and convey any such property.

(5) Dedicate or otherwise transfer all or any portion of the common areas to any municipality, public agency, authority or utility on the approval of seventy (70%) percent of the members.

(6) Have and exercise any and all rights, privileges and powers which may be held or exercised by corporations not for profit generally under Chapter 617 of the Florida Statutes, or by associations of unit owners under the Condominium Act.

**ARTICLE XI
DISSOLUTION**

This corporation may be dissolved at any time with the written consent of all members thereto. On dissolution, the assets of the corporation shall be dedicated to an appropriate municipality, public agency or authority to be used for purposes similar to those

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ASSOCIATION
TRUST
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OR 783 PG 1471

for which the corporation is organized. In the event such dedication is not accepted, such assets shall be conveyed or assigned to any nonprofit corporation, association, or other organization devoted to purposes similar to those for which this corporation is organized.

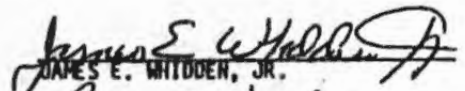
**ARTICLE XII
INDEMNIFICATION**

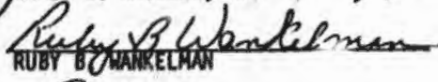
Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him, to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

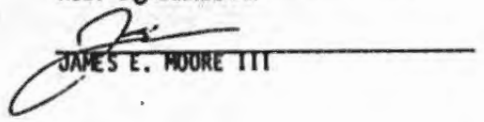
**ARTICLE XIII
RESIDENT AGENT**

JAMES E. MOORE III, a resident of Charlotte County, Florida, whose mailing address is 324 Cross Street, Punta Gorda, Florida 33950, is hereby designated as resident agent of HARBOR INDUSTRIAL CONDOMINIUM ASSOCIATION, INC.

Executed at Punta Gorda, Florida on April 30, 1984.

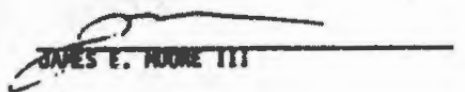

JAMES E. WHIDDEN, JR.


RUBY B. WANKELMAN


JAMES E. MOORE III

ACCEPTANCE

JAMES E. MOORE III, 324 Cross Street, Punta Gorda, Florida, a resident of Charlotte County, Florida, hereby accepts the foregoing designation as resident agent of HARBOR INDUSTRIAL CONDOMINIUM ASSOCIATION, INC.


JAMES E. MOORE III

LAW OFFICE OF
JAMES E. MOORE III, P.A.
PROFESSIONAL ASSOCIATION
204 CROSS STREET
PUNTA GORDA, FLORIDA 33950
(813) 627-1000

STATE OF FLORIDA)
 : ss.:
COUNTY OF CHARLOTTE)

BEFORE ME the undersigned authority, personally appeared JAMES E. WHIDDEN, JR., JAMES E. MOORE III and RUBY B. WANKELMAN, to me well known and known to me to be the persons who executed the foregoing Articles of Incorporation of HARBOR INDUSTRIAL CONDOMINIUM ASSOCIATION, INC., and they acknowledged before me that they executed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and official seal at Punta Gorda, Florida, this 30th day of April, 1984.

John Johnson
NOTARY PUBLIC-STATE OF FLORIDA

MY COMMISSION EXPIRES

My Commission Expires October 22, 1984

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INDEXED
APR 30 1984
PUNTA GORDA, FLORIDA

THIS INSTRUMENT WAS PREPARED BY
JAMES E. MOORE III
Attorney at Law
324 Cross Street
Punta Gorda, Florida 33950

OR 783 PG 1473

JOINDER OF MORTGAGEE

PORT CHARLOTTE BANK AND TRUST COMPANY, a Florida corporation,
called the Mortgagee, the owner and holder of a mortgage upon the
lands described in this Declaration of Condominium situate in
Charlotte County, Florida, which mortgage is dated December 30, 1983
and recorded in O.R. Book 756, Page 1297 of the Public Records of
Charlotte County, Florida, joins in the making of the foregoing
Condominium Declaration, and the Mortgagee agrees that the lien of
its mortgage shall be upon the following described property in
Charlotte County, Florida:

HARBOR INDUSTRIAL CONDOMINIUM, according to the Condominium
Plot plan thereof recorded in Condominium Book 6, Pages
1A through 1D, of the Public Records of Charlotte
County, Florida, being Phase I and containing units 1
through 24, inclusive, HARBOR INDUSTRIAL CONDOMINIUM
according to the condominium Declaration.

TOGETHER, with all of the appurtenances to the units, including,
but not limited to, all of the undivided shares in the common
elements.

PORT CHARLOTTE BANK AND TRUST
COMPANY, a Florida Corporation

Larry Ann Mankle
1st Witness

BY: Earl W. Lamb, Jr.
Vice-President

Maryann Baconi
2nd Witness

(SEAL)

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this 30th day of July
1984, before me personally appeared EARL W. LAMB, JR.
as Vice President of PORT CHARLOTTE BANK AND TRUST COMPANY,
a Florida Corporation, to me known to be the person who executed the
foregoing instrument as such officer and severally acknowledged the
execution thereof to be his free act and deed as such officer for the
uses and purposes therein mentioned, and that he affixed thereto the
official seal of said corporation, and that said instrument is the
act and deed of said corporation.

WITNESS my signature and official seal at Port Charlotte
in the County and State aforesaid, the day and year last
aforementioned.

Earl W. Lamb, Jr.
NOTARY PUBLIC
NOTARY SEAL

MY COMMISSION EXPIRES:
Notary Public, State Of Florida At Large
My Commission Expires Jan. 10, 1986
Bonded By Lawyers Surety Corp.

THIS INSTRUMENT WAS PREPARED BY
JAMES E. MOORE III
Attorney at Law
324 Cross Street
Punta Gorda, Florida 33950

JOINER OF MORTGAGEE

OR 783 PG 1474

NCNB NATIONAL BANK OF FLORIDA, a Florida corporation, called the Mortgagee, the owner and holder of a mortgage upon the lands described in this Declaration of Condominium situate in Charlotte County, Florida, which mortgage is dated February 15, 1984 and recorded in O.R. Book 762, Page 371 of the Public Records of Charlotte County, Florida, joins in the making of the foregoing Condominium Declaration, and the Mortgagee agrees that the lien of its mortgage shall be upon the following described property in Charlotte County, Florida:

HARBOR INDUSTRIAL CONDOMINIUM, according to the Condominium Plot Plan thereof recorded in Condominium Book 5, Pages 1A through 1D, of the Public Records of Charlotte County, Florida, being Phase II and containing units 25 through 36, inclusive, HARBOR INDUSTRIAL CONDOMINIUM according to the condominium Declaration.

TOGETHER, with all of the appurtenances to the units, including, but not limited to, all of the undivided shares in the common elements.

NCNB NATIONAL BANK OF FLORIDA,
a Florida Corporation,

Cindy A. Seeley
1st Witness

BY: [Signature]
Vice-President

[Signature]
2nd Witness

(SEAL)

STATE OF FLORIDA
COUNTY OF Lee

I HEREBY CERTIFY that on this 31 day of July 1984, before me personally appeared Richard S. Yankowski as Vice-President of NCNB NATIONAL BANK OF FLORIDA, a Florida Corporation, to me known to be the person who executed the foregoing instrument as such officer and severally acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at J. Myers in the County and State aforesaid, the day and year last mentioned.

Cindy A. Seeley
NOTARY PUBLIC



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BY-LAWS
OF
HARBOR INDUSTRIAL CONDOMINIUM

OR 783 PG 1475

1. Identity. These are the By-Laws of HARBOR INDUSTRIAL CONDOMINIUM ASSOCIATION, INC., hereafter sometimes called the "Association", a corporation, not-for-profit under the laws of the State of Florida, the Articles of Incorporation of which are filed in the office of the Secretary of State.

The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, 1983, called the Condominium Act in these By-Laws, which condominium is identified by the name HARBOR INDUSTRIAL CONDOMINIUM and is located upon the lands in Charlotte County, Florida, described in Article III of the Declaration of Condominium of HARBOR INDUSTRIAL CONDOMINIUM.

A. The office of the Association shall be at 687 Janice Avenue, Charlotte Harbor, Florida 33950.

B. The fiscal year of the Association shall be the calendar year.

C. The seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation Not-For-Profit", and the year of incorporation.

2. Members' Meetings.

A. The annual members' meeting shall be held at the office of the Corporation at 5:00 o'clock in the afternoon, on the 1st Tuesday in October of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members provided however that if that day is a legal holiday

the meeting shall be held at the same hour on the next day that is not a holiday.

B. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from not less than ten percent (10%) of the voting members of the Association.

C. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President, Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Notice of the annual meeting shall also be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the annual meeting. Proof of such mailing and proof of posting of notice shall be given by the affidavit of the person giving the notice. Notice of meetings may be waived before or after meetings, but unless a unit owner waives in writing the right to receive notice of the annual meetings by mail, the notice of the annual meetings shall be sent by mail to each unit owner and the post office certificate of mailing shall be retained as proof of such mailing.

D. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership.

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The acts approved by a majority of the votes present at a meeting at which the quorum is present shall constitute the acts of the members, except when approval a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

E. Voting. Owners of each unit shall collectively be entitled to one (1) vote, and the person entitled to cast such vote shall be determined as follows:

A statement must be filed with the Secretary of the Corporation, in writing, signed under oath by members with an interest in a unit and shall state:

(1) The respective percentage interest of every person (as recorded in the Public Records of Charlotte County, Florida) owning a vested present interest in the fee title of the unit in which the affiant owns an interest.

(2) Which one of the owners of the unit in which the affiant owns an interest is to represent all of the owners of that unit at membership meetings and cast the vote to which they are entitled. The person so designated by the persons owning the majority interest in a unit shall be known as the voting member and shall be the only member owning an interest in that unit eligible to cast the vote for said unit at membership meetings. The person designated as the voting member may continue to cast the binding vote for all members owning an interest in the unit in which he owns an interest

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until such time as another person is properly designated as the voting member by those members owning the majority interest by a similar written statement filed with the Secretary.

(3) There shall not be more than twenty-one (21) voting members at any one time and each may cast one (1) vote. A corporation, or any individual with an interest in more than one unit may be designated the voting member for each unit in which he or it owns an interest. Failure by members of a unit to file such statement under oath with the Secretary prior to a members' meeting will result in depriving the members with an interest in such unit of a vote at such meeting.

F. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

G. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

H. The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- (1) Calling of the role and certifying proxies.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading and disposal of any unapproved minutes.

- (4) Reports of officers.
- (5) Reports of committees.
- (6) Election of inspectors of election.
- (7) Election of directors.
- (8) Unfinished business.
- (9) New business (including consideration of the budget.
- (10) Adjournment.

The chairman of the Board of Directors shall preside at all meetings. In his absence, the Board shall designate the person to preside.

3. Directors.

A. Membership. The affairs of the Association shall be managed by a Board of not less than three (3) or more than five (5) directors. The first Board shall consist of three (3) members. The number of members of the Board of Directors may be changed at any time by amending the By-Laws as provided herein. The terms "Board", "Board of Directors", and "Board of Administration" are synonymous.

B. Election of directors shall be conducted in the following manner:

(1) Election of directors shall be held at the annual members' meeting.

(2) A nominating committee of three (3) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for addi-

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tional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

(3) The election shall be by secret, written ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(4) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(5) Any director may be recalled or removed from office with or without cause by the vote or agreement in writing by a majority of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(6) Transfer of association control shall take place as provided in Section 718.301, Florida Statutes, 1983.

C. The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

D. The organization meeting of a newly-elected Board of

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Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director; personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting. All meetings of the Board shall be open to all unit owners, and adequate notice of all meetings, regular and special, shall be posted conspicuously on the condominium property at least 48 hours in advance, except in an emergency.

F. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. Except in an emergency, not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

G. Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

H. A quorum at director's meetings shall consist of a majority of the entire Board of Directors. The acts approved by a

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majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

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I. Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of these present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

J. The presiding officer of directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if not, the President shall preside. In the absence of the presiding officer the directors present shall designate one of their number to preside.

K. The order of business at directors' meetings shall be

- (1) Calling of role.
- (2) Proof of due notice of meeting.
- (3) Reading and disposal of any unapproved minutes.
- (4) Reports of officers and committees.
- (5) Election of officers.
- (6) Unfinished business.
- (7) New business.
- (8) Adjournment.

L. Directors' fee, if any, shall be determined by the

members.

H. Advisory Board. The Directors of the Association may select an Advisory Board consisting of three (3) members of the Association. The Advisory Board shall have no power or authority but shall offer the Directors suggestions and advice regarding the management of the affairs of the Association. The Advisory Board shall serve at the pleasure of the Directors of the Association.

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, subject only to approval by unit owners when such is specifically required.

5. OFFICERS.

A. The executive officers of the Association shall be a President who shall be a director; a Vice President, who shall be a director; a Secretary and a Treasurer. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

The officers of the corporation shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the

Board of Directors unless they shall be removed by a majority of the Board of Directors at any regular or special meeting of the Board duly called.

Any officer may resign as officer at any time. Such resignation shall be made in writing, submitted to the Secretary and shall take effect as is specified in the instrument. Acceptance of resignation shall not be required to make it effective.

Any vacancy resulting from the removal or resignation of an officer as herein provided may be filled by the Board of Directors at the same meeting.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate, to assist in the conduct of the affairs of the Association.

C. The Vice President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He also shall assist the president generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

D. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and

serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association, and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the president.

E. The Treasurer shall have custody of all property of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of the treasurer.

F. The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the Board of Directors from employing a director as an employee of the association nor preclude the contracting with a director for the management of the condominium.

6. Fiscal management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

A. Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classification as shall be appropriate, all of which expenditures

shall be common expenses.

(1) Current expense, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(2) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(3) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(4) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements, the amount for which shall not exceed \$1,000.00; provided, however, that in the expenditure of this fund no sum in excess of \$250.00 shall be expended for a single item or purpose without approval of a majority of the members of the Association.

(5) Operations, the amount of which may be to provide a working fund or to meet losses.

(6) Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before thirty days preceding the

year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

(7) Approval. The membership shall adopt the budget at the annual meeting.

B. Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due twelve (12) equal installments on the first day of each month of the year for which the installments are made. If an annual assessment is not made as required an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment payment date until such change by an amended assessment. In the event the annual assessment proves to be sufficient, the budget and assessments may be amended at any time by the Board of Directors in the manner elsewhere provided.

C. Acceleration of assessment installments upon default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after

delivery of the notice to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

D. Assessments for emergencies. Assessments for common expenses or emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the unit owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

E. The Depository of the Association shall be such bank, banks or federally insured savings and loan associations as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

F. An audit of the accounts of the Association shall be made annually by an accountant selected by the Board, and a copy of the audit report shall be furnished to each member not later than April 1, of the year following the year for which the audit is made.

G. Fidelity Bonds shall be required by the Board of Directors from all persons handling or responsible for Association

In writing, providing such approval is deliverable to the Secretary at or prior to the meeting. Such approvals must be either by:

(1) Not less than sixty percent (60%) of the votes of the entire membership of the Association; or

(2) Not less than seventy percent (70%) of the votes of the entire membership of the Association; or

(3) Until the first election of directors, only by all of the director provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

C. Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units; unless the unit owners so affected shall consent; and no amendment shall change any unit or decrease the share in the common elements appurtenant to it, unless the record owner of the unit concerned and all record owners of the mortgages on such unit shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "insurance" nor the section entitled "reconstruction or repair after casualty" unless the record owners of all mortgages upon the condominium shall join the execution of this amendment.

D. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Charlotte County,

Florida.

The foregoing were adopted as the By-Laws of HARBOR INDUSTRIAL CONDOMINIUM ASSOCIATION, INC., a Corporation Not-For-Profit under the laws of the State of Florida, at the first meeting of the Board of Directors of HARBOR INDUSTRIAL CONDOMINIUM ASSOCIATION, INC., on _____, 1984.

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Ruby B. Weinstein
Secretary

APPROVED:

James E. Whelan
President

EXHIBIT III

THE SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS FOR HARBOR
COMMERCIAL CONDOMINIUM ARE RECORDED IN CONDOMINIUM BOOK 5, PAGES
1A THROUGH 1Q, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

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RECORDED

APR - 6 1984